

1 JENNER & BLOCK LLP
2 STEVEN B. FABRIZIO (*pro hac vice*)
3 sfabrizio@jenner.com
4 1099 New York Avenue, NW
5 Suite 900
6 Washington, DC 20001
7 Telephone: (202) 639-6000
8 Facsimile: (202) 661-4823
9 GIANNI P. SERVODIDIO (*pro hac vice*)
10 gps@jenner.com
11 919 Third Avenue, 37th Floor
12 New York, NY 10022
13 Telephone: (212) 891-1600
14 Facsimile: (212) 891-1699

15 *Attorneys for Plaintiffs*

16 UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA

18 COLUMBIA PICTURES
19 INDUSTRIES, INC., *et. al.*

20 Plaintiffs,

21 v.

22 GARY FUNG, *et. al.*

23 Defendants.

Case No. CV-06-05578 SVW (JCx)


The Hon. Stephen V. Wilson

**PLAINTIFFS' APPLICATION FOR
FILING DOCUMENTS UNDER
SEAL**

Date:

Time:

Ctrm: 6

2009 SEP 15 PM 3:21
CLERK, U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES
BY 
Proposed order lodged

FILED

1 Pursuant to the Protective Order entered by this Court on January 11, 2007,
2 attached as Exhibit A hereto, plaintiffs respectfully submit this Application for
3 Filing Under Seal of (i) Supplemental Brief Pursuant to the Court's August 25, 2009
4 Order re Plaintiffs' Motion For Summary Judgment on Liability, (ii) Supplemental
5 Declaration of Ellis Horowitz Pursuant to the Court's August 25, 2009 Order re
6 Plaintiffs' Motion For Summary Judgment on Liability, (iii) Supplemental
7 Declaration of Richard Waterman Pursuant to the Court's August 25, 2009 Order re
8 Plaintiffs' Motion For Summary Judgment on Liability, and (iv) Declaration of
9 Duane C. Pozza in Support of Plaintiffs' Supplemental Brief Pursuant to the Court's
10 August 25, 2009 Order re Plaintiffs' Motion For Summary Judgment on Liability
11 (collectively the "Confidential Documents").

12 Documents produced by defendants that have been designated "Confidential"
13 or "Highly Confidential" pursuant to the Protective Order are described in or
14 attached to the Confidential Documents. Pursuant to paragraph 13 of the Protective
15 Order, plaintiffs are obligated to submit this application requesting that the
16 Confidential Documents be filed under seal. Also pursuant to paragraph 13 of the
17 Protective Order, public redacted versions of the Confidential Documents will be
18 filed with the Court as well.

19 Plaintiffs hereby request that the Court grant this application to file the
20 Confidential Documents under seal.

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1 Dated: September 15, 2009

JENNER & BLOCK LLP

2
3 By: 

4 Steven B. Fabrizio

5 STEVEN B. FABRIZIO
6 GIANNI P. SERVODIDIO
7 JENNER & BLOCK LLP

8 KAREN R. THORLAND
9 W. ALLAN EDMISTON
10 LOEB & LOEB LLP

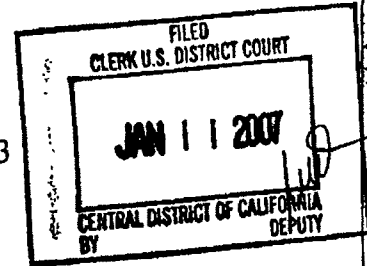
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12 LISA E. STONE
13 MOTION PICTURE ASSOCIATION
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Attorneys for Plaintiffs

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1 JENNER & BLOCK LLP
 2 STEVEN B. FABRIZIO (admitted *pro hac vice*)
 3 601 Thirteenth Street, N.W., Suite 1200 South
 4 Washington, D.C. 20005
 Telephone: (202) 639-6000 Facsimile: (202) 661-4823
 E-Mail: sfabrizio@jenner.com



5 GIANNI P. SERVODIDIO (admitted *pro hac vice*)
 6 SAMI J. VALKONEN (admitted *pro hac vice*)
 7 919 Third Avenue, 37th Floor
 New York, NY 10022
 Telephone: (212) 891-1600 Facsimile: (212) 891-1699
 8 E-Mail: gps@jenner.com; svalkonen@jenner.com

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9 LOEB & LOEB LLP
 10 KAREN R. THORLAND (State Bar No. 172092)
 11 W. ALLAN EDMISTON (State Bar No. 228246)
 12 10100 Santa Monica Boulevard, Suite 2200
 Los Angeles, California 90067-4164
 Telephone: 310-282-2000 Facsimile: 310-282-2200
 E-Mail: kthorland@loeb.com; aedmiston@loeb.com

13 Attorneys for Plaintiffs

14 ROTHKEN LAW FIRM LLP
 15 IRA P. ROTHKEN (State Bar No. 160029)
 16 3 Hamilton Landing
 Suite 224
 Novato, California 94949
 Telephone: 415-924-4250
 Facsimile: 415-924-2905
 E-Mail: ira@techfirm.com

NOTE CHANGES MADE BY THE COURT.

18 Attorneys for Defendants

UNITED STATES DISTRICT COURT
 CENTRAL DISTRICT OF CALIFORNIA

22 COLUMBIA PICTURES
 23 INDUSTRIES, INC., *et. al.*

Case No.

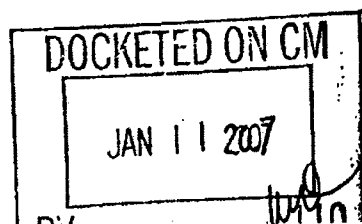
CV-06-05578 SVW (JCx)

24 Plaintiffs,
 25 v.

(PROPOSED) STIPULATED
 PROTECTIVE ORDER

26 GARY FUNG, *et. al.*

27 Defendants.



Case No. CV-06-05578 SVW (JCx)
 (PROPOSED) STIPULATED
 PROTECTIVE ORDER

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1 Good cause appearing, and in conformance with the parties' agreement:

2 IT IS HEREBY ORDERED that this Protective Order pursuant to Rule 26(c)
3 of the Federal Rules of Civil Procedure be, and is hereby, entered.

4 1. This Protective Order shall be applicable to and govern all depositions,
5 documents produced in response to request for production of documents, answers to
6 interrogatories, responses to requests for admission, and all other discovery taken
7 pursuant to the Federal Rules of Civil Procedure, as well as other information
8 hereafter furnished, directly or indirectly, by or on behalf of any party or nonparty in
9 connection with this action (collectively, "Discovery Materials") which that party or
10 nonparty in good faith believes comprise or reflect proprietary information used by
11 it in, or pertaining to, its business, which is not generally known and which the party
12 would normally not reveal to third parties or would cause third parties to maintain in
13 confidence, including, without limitation, trade secrets, financial data, contracts and
14 agreements, current and future business and strategic plans, and marketing
15 documents.¹

16 2. Discovery Materials governed by this Protective Order shall be used by
17 any recipients solely for the purpose of conducting this litigation and not for any
18 other purpose whatsoever, and such information shall not be disclosed to anyone
19 except as provided herein.

20 3. Any information or materials produced by any party or nonparty as part
21 of discovery in this action may be designated as "Confidential" or "Highly
22 Confidential" by such party or nonparty pursuant to Paragraph 4 of this Protective
23 Order.

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26 ¹ This Protective Order does not apply to hearings or trial before the District
27 Court. The parties, any party in interest, and/or the witnesses, can move the Court
28 to seal any court proceeding for reasons consistent with this Protective Order.

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1 a. "Confidential Information" shall include any Discovery Material
2 which the producing party or non-party reasonably believes not to be in the public
3 domain and contains any trade secret or other confidential, strategic, research,
4 development, or commercial information.

5 b. "Highly Confidential Information" shall include any Confidential
6 Information which the producing party or non-party reasonably believes to be so
7 competitively sensitive that it is entitled to extraordinary protections.

8 4. The designation of information or material for purposes of this
9 Protective Order shall be made in the following manner by the party or nonparty
10 seeking protection:

11 a. in the case of documents, exhibits, briefs, memoranda,
12 interrogatory responses, responses to requests for admission, or other material (apart
13 from depositions): by affixing a plainly visible confidentiality designation legend
14 ("CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," as appropriate): (i) on each
15 page of any document containing any confidential information or material; or (ii)
16 physically on the outside of any media for storing electronic documents, at the time
17 such documents are produced or such information is disclosed, or as soon thereafter
18 as the party or nonparty seeking protection becomes aware of the confidential nature
19 of the information or material disclosed and sought to be protected hereunder. The
20 term "document," as used in this Protective Order, shall have the broadest meaning
21 permissible under the Federal Rules of Civil Procedure and shall include, without
22 limitation, all "writings," "recordings" and "photographs" as defined in Rule 1001
23 of the Federal Rules of Evidence, and any information stored in or through any
24 computer system or other electronic or optical data storage device.

25 b. In the case of depositions: (i) by a statement on the record, by
26 counsel, during such deposition that the entire transcript or portion thereof shall be
27 designated either "Confidential" or "Highly Confidential" hereunder; or (ii) by
28 written notice of such designation sent by counsel to all parties within ten (10) days

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1 after the mailing (via next business day delivery) to counsel of the transcript of the
2 deposition. At or before a deposition, the deponent or his counsel, or any other
3 counsel of record, acting in good faith, may invoke the provisions of this Protective
4 Order in a timely manner, giving adequate warning to counsel for the party or
5 nonparty that testimony about to be given is deemed protected under this Protective
6 Order. Whether or not so designated on the record at deposition, the parties shall
7 treat all deposition testimony as "Confidential" under this Protective Order until the
8 expiration of ten (10) days after the mailing (via next business day delivery) to
9 counsel of the transcript of the deposition. Unless specific designations of portions
10 of a transcript have been made on the record during the proceeding, or in writing
11 within ten (10) days after the mailing (via next business day delivery) to counsel of
12 the transcript of the deposition, any confidentiality is waived after the expiration of
13 the 10-day period unless otherwise stipulated or ordered. The parties may modify
14 this procedure for any particular deposition through agreement on the record at such
15 deposition or otherwise by written stipulation, without approval of the Court.

16 c. A party or nonparty furnishing documents and things to another
17 party shall have the option to require that all or batches of documents and things be
18 treated as confidential during inspection and to make its designations of particular
19 documents and things at the time copies of documents and things are produced or
20 furnished.

21 5. Information or Material designated as "Confidential" under this
22 Protective Order, or copies or extracts therefrom and compilations thereof, may be
23 disclosed, described, characterized, or otherwise communicated or made available in
24 whole or in part only to the following persons:

25 a. Outside counsel of record in this litigation, in-house counsel of
26 the parties and the Motion Picture Association of America, and staff and supporting
27 personnel of such attorneys, such as paralegals, secretaries, stenographic and clerical
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1 employees and contractors, and outside copying imaging and presentation services,
2 who are working on this litigation under the direction of such attorneys;

3 b. The parties herein who are necessary for the furtherance of this
4 litigation;

5 c. Subject to Paragraph 9 herein, persons who are expressly
6 retained or sought to be retained by a party or a party's counsel as consultants or
7 testifying experts; provided that the disclosure of "Confidential" material to any
8 persons under this subparagraph shall only be to the extent necessary to perform
9 their work on this litigation.

10 d. Subject to Paragraph 9 herein, any other persons who are
11 designated to receive material designated "Confidential" by order of this Court after
12 notice to the parties, or by written stipulation of the parties.

13 e. Subject to Paragraph 8, any person of whom testimony is taken
14 in this action.

15 f. The Court and Court personnel, court reporters, interpreters and
16 videographers employed in connection with this action.

17 g. The parties retain the right to apply to the Court for an order
18 restricting certain individuals from access to certain information. To accomplish
19 this, counsel for a party wishing to restrict access to information shall produce the
20 information (*i.e.*, document) to all counsel for which there is no objection, with a
21 request that the information not be disseminated to other individuals involved in this
22 litigation pending further order of the Court. The moving party shall, thereafter,
23 within five days, file the information under seal with the Court and identify the
24 person (by name and title) who the moving party objects to seeing the information
25 and why the moving party believes the information should not be received by this
26 person(s). If the Court is inclined to grant the order, it will notify the aggrieved
27 party and invite briefing before issuing an order.
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1 6. “Highly Confidential” Information may be disclosed only to those
2 persons falling within categories (a), (c), (d), (e), and (f) of Paragraph 5. For the
3 purposes of this paragraph, except as provided above, and absent a court order to the
4 contrary, “Highly Confidential” Information shall not be disclosed to individuals
5 named as parties in this action, even if that individual is designated as a testifying
6 expert in this litigation.

7 7. For the purposes of this Protective Order, a consultant shall be
8 restricted to a person who is retained or employed as a bona fide consultant or
9 expert for purposes of this litigation, whether full or part time, by or at the direction
10 of counsel for a party. The name, business address, curriculum vitae (“CV”) and
11 affiliation of each such consultant or expert must be disclosed to the producing party
12 at least five (5) court days prior to such person’s review of material designated
13 under this Order. The CV shall contain a list of all present employers/clients as well
14 as all past employers/clients for the 36 months preceding the date of employment in
15 this case. During that five-day period, counsel for the designating party shall have
16 the opportunity to oppose the proposed disclosure. Any party opposing disclosure
17 shall within such five-day period provide the other party with a written objection,
18 setting forth in reasonable detail the specific grounds for such opposition. If no
19 written objection is received by 5:00 p.m., Eastern time, on the fifth day following
20 the date of disclosure of the identity of the proposed consultant or expert, then the
21 party seeking to disclose may do so and failure to object shall constitute waiver of
22 the specific objection. However, after the five-day period has expired without
23 objection, a party may still move the Court to allow it to object to a consultant or
24 expert if it can show: (a) there is new, material information relating to the
25 consultant or expert that was not available to the moving party within the five-day
26 objection period; and (b) had the moving party been aware of the information at the
27 time, the moving party would have objected to the consultant or expert. In such a
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1 case, the objecting party shall, within ten (10) court days of coming into possession
2 of such new, material information relating to the consultant or expert, send to the
3 other party by electronic mail its portion of a joint stipulation. Within five (5) court
4 days of receipt of such portion of the joint stipulation, the party seeking to disclose
5 shall send its portion of the joint stipulation to the objecting party by electronic mail.
6 Within two (2) court days of receipt of both portions of the joint stipulation, the
7 objecting party shall submit the joint stipulation to the Court and a hearing shall be
8 scheduled at the Court's earliest convenience. In the event such resolution by the
9 Court is necessary, no additional confidential material shall be disclosed to the
10 consultant or expert pending resolution of the issue by the Court.

11 8. Each person to be examined as a witness, may be so examined during a
12 deposition or other pretrial proceeding concerning any information or material
13 designated under this Protective Order which that person had lawfully received or
14 authored prior to and apart from this action. During examination, any such witness
15 may be shown information or material designated under this Protective Order by a
16 party which appears on its face or from other documents or testimony to have been
17 received or authored by that witness, or communicated to that witness under
18 circumstances that do not constitute a violation of the Protective Order.

19 9. Each person set forth in Paragraph 5 who is not (i) a party to this
20 litigation, counsel for such parties, or staff and supporting personnel of such parties
21 or attorneys; or (ii) the Court or Court personnel to whom material designated under
22 this Protective Order is to be disclosed, shall, prior to receiving such material, be
23 furnished with a copy of this Protective Order, and a copy of the Notification of
24 Protective Order, which the person shall read and sign (attached as Exhibit A).
25 Counsel for the party seeking to disclose material designated under this Protective
26 Order to any such person pursuant to this paragraph shall be responsible for
27 permanently retaining the executed originals of all such Notifications. Copies of
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1 any such Notification shall be provided to counsel for the other parties or affected
2 nonparties upon execution of the Notification.

3 10. The recipient of any material designated under this Protective Order
4 shall use reasonable efforts under the circumstances to maintain the confidentiality
5 of such information.

6 11. Any third party may obtain protection of this Protective Order by
7 complying with Paragraphs 3 and 4 of this Protective Order regarding designating
8 materials as confidential. A party making a discovery request to a non-party in this
9 action shall notify the third party that the protections of the Protective Order are
10 available to such third party.

11 12. Nothing contained in this Protective Order shall affect the right of any
12 party to make any objection, claim any privilege, or otherwise contest any request
13 for production of documents, interrogatory, request for admission, subpoena, or
14 question at a deposition or to seek further relief or protective order from the Court as
15 permitted by the Federal Rules of Civil Procedure. Nothing in this Protective Order
16 shall constitute an admission or waiver of any claim or defense by any party.

17 13. In the event that any material designated under this Protective Order is
18 used, described, characterized, excerpted or referenced in, or attached to, any Court
19 proceeding or submission in connection with this litigation: (i) it shall not lose its
20 confidential status through such use; (ii) the parties shall take all steps reasonably
21 required to protect its confidentiality during such proceeding; and (iii) the party shall
22 seek prior approval by the Court to file such material under seal pursuant to Local
23 Rule 79-5, except that upon the default of the filing party to so request, any party
24 may do so. Envelopes used to seal such material shall carry the notation:
25 "SUBJECT TO PROTECTIVE ORDER – FILED UNDER SEAL" and shall
26 comply with all requirements of the Court for filing material under seal. Envelopes
27 so marked shall be delivered sealed to the Clerk of the Court and the contents
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1 thereof shall not be made available for public inspection. Counsel for the
 2 designating party shall have the opportunity to oppose any request for public
 3 inspection). Where possible, only confidential portions of filings with the Court shall
 4 be sought to be filed under seal. The parties shall cooperate in good faith in an
 5 effort to ascertain whether the confidentiality designations of materials filed with the
 6 Court can be waived. As soon as practicable, but in no event later than five court
 7 days, the filing party shall file with the Court, for its public file, a copy of the filed
 8 materials with the material designated under this Protective Order redacted.

9 14. A party shall not be obligated to challenge the propriety of material
 10 designated under this Protective Order at the time the designation is made, and
 11 failure to do so shall not preclude a subsequent challenge thereto. In the event that
 12 any party to this litigation disagrees at any state of these proceedings with such
 13 designation, such party shall provide to the designating person or entity a letter, sent
 14 by electronic mail, detailing its objection to the designation. The designating person
 15 or entity shall respond by letter, sent by electronic mail, within three (3) court days.
 16 If not resolved, the objecting party shall, within ten (10) court days of the
 17 designating person or entity's letter response (or the lapse of the time period for
 18 such response) send to the designating person or entity by electronic mail its portion
 19 of a joint stipulation. Within five (5) court days of receipt of such portion of the
 20 joint stipulation, the designating person or entity shall send its portion of the joint
 21 stipulation to the objecting party by electronic mail. Within two (2) court days of
 22 receipt of both portions of the joint stipulation, the objecting party shall submit the
 23 joint stipulation to the Court and request from the Court a hearing at the Court's
 24 earliest convenience. The burden of proving that information has been properly
 25 designated under this Protective Order is on the person or entity making such
 26 designation.

27 or, if the Court is not inclined to grant a request to file
 28 under seal, will be afforded an opportunity either to
 withdraw the submission (if the
 designating party is the party seeking
 to submit such material), and/or to
 brief or further brief the issue.

Case No. CV-06-05578 SVW (JCx)
 (PROPOSED) STIPULATED
 PROTECTIVE ORDER

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1 15. Nothing in this Protective Order shall preclude any party to this
2 litigation or its counsel: (a) from showing a document designated under this
3 Protective Order to an individual who either prepared or reviewed the document
4 prior to the filing of this action; or (b) from disclosing or using, in any manner or for
5 any purpose, any information or documents from the party's own files which the
6 party itself has designated under this Protective Order.

7 16. Nothing in this Protective Order shall prevent disclosure beyond the
8 terms of this Protective Order if the party designating material consents in writing to
9 such disclosure, or if a court orders such disclosure. A party requested to disclose
10 material designated under this Protective Order to a nonparty pursuant to a validly
11 served subpoena, civil investigative demand, discovery procedure permitted under
12 the Federal Rules of Civil Procedure, or other formal discovery request shall object
13 to its production to the extent permitted by applicable law and notify the requesting
14 nonparty of the existence of this Protective Order and that the material requested by
15 the nonparty has been designated under this Protective Order, and shall further give
16 notice of such request, by facsimile and next business day delivery, upon the party
17 which designated the material as soon as is reasonably possible, but in all instances
18 no later than three (3) days prior to the date on which such confidential material is to
19 be produced to the nonparty.

20 17. If a party inadvertently fails to designate material and/or information, it
21 shall not be deemed a waiver in whole or in part of a party's claim of
22 confidentiality, either as to the specific information disclosed or as to any other
23 information relating thereto or on the same or related subject matter. As soon as the
24 receiving party is notified in writing of the inadvertent production, the information
25 must be treated as if it had been timely designated under this Protective Order, and
26 the receiving party must endeavor in good faith to obtain all copies of the document
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1 which it distributed or disclosed to persons not authorized to access such
2 information by Paragraph 5 above, as well as any copies made by such persons.

3 18. Inadvertent production of any document produced in response to
4 discovery requests in this action by any party or non-party, that a party or non-party
5 later claims should have been withheld on grounds of a privilege, including the
6 attorney-client privilege or work product doctrine (collectively referred to
7 hereinafter as an "Inadvertently Produced Privileged Document") will not be
8 deemed to waive any privilege or work product protection. A party or non-party
9 may request the return of any document that it inadvertently produced by identifying
10 the Inadvertently Produced Privileged Document and stating the basis for
11 withholding such document from production. If a party or non-party requests the
12 return, pursuant to this paragraph, of such an Inadvertently Produced Privileged
13 Document then in the custody of one or more parties, the possessing parties shall
14 within five (5) business days destroy or return to the requesting party or non-party
15 the Inadvertently Produced Privileged Document and all copies thereof and shall
16 make reasonable efforts to expunge from any other document or material
17 information solely derived from the Inadvertently Produced Privileged Document.
18 A party may move the Court for an order compelling production of the document,
19 but said party may not assert as a ground for the entering such an order the fact or
20 circumstances of the inadvertent production. Nothing in this Order, shall preclude a
21 party from arguing that the production of the allegedly inadvertently produced
22 document was not inadvertent or that conduct since production of the allegedly
23 inadvertently produced document constitutes a waiver.

24 19. All counsel for the parties who have access to information or material
25 designated under this Protective Order acknowledge they are bound by this
26 Protective Order and submit to the jurisdiction of the Court for purposes of
27 enforcing this Protective Order.
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CLERK

1 20. Entering into, agreeing to, and/or producing or receiving information or
2 material designated under this Protective Order, or otherwise complying with the
3 terms of this Protective Order shall not:

4 a. operate as an admission by any party that any particular
5 information or material designated under this Protective Order contains or reflects
6 trade secrets, proprietary or commercially sensitive information, or any other type of
7 confidential information;

8 b. operate as an admission by any party that the restrictions and
9 procedures set forth herein constitute or do not constitute adequate protection for
10 any particular information designated under this Protective Order;

11 c. prejudice in any way the rights of any party to object to the
12 production of documents they consider not subject to discovery;

13 d. prejudice in any way the rights of any party to object to the
14 authenticity or admissibility into evidence of any document, testimony or other
15 evidence subject to this Protective Order;

16 e. prejudice in any way the rights of any party to seek a
17 determination by the Court whether any information or material should be subject to
18 the terms of this Protective Order;

19 f. prejudice in any way the rights of any party to petition the Court
20 for a further protective order relating to any purportedly confidential information;

21 g. prevent the parties to this Protective Order from agreeing in
22 writing or on the record during a deposition or hearing in this action to alter or
23 waive the provisions or protections provided for herein with respect to any particular
24 information or material with written or on the record consent of the party disclosing
25 such information.

26 21. This Protective Order shall not be construed to apply to any
27 information that: (a) is available to the public other than through a breach of this
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1 Protective Order or other duty of confidentiality; (b) a receiving party can
2 demonstrate was already known to the party at the time of disclosure and was not
3 subject to conditions of confidentiality; or (c) a receiving party can demonstrate was
4 developed by that party independently of any disclosure by a designating party or
5 nonparty.

6 22. In the event that information in the possession or control of a person or
7 entity involves the confidentiality rights of a nonparty or its disclosure would violate
8 a protective order issued in another action, the party with possession or control of
9 the information will promptly attempt to obtain the consent of the nonparty to
10 disclose the information under this Protective Order. If the consent of the nonparty
11 is refused or otherwise cannot be obtained, the party will promptly thereafter notify
12 the party seeking discovery of: (a) the existence and description (to the extent
13 disclosable) of the information without producing such information and; (b) the
14 identity of the nonparty (provided, however, that such disclosure of the identity of
15 the nonparty does not violate any confidentiality obligations). The party seeking
16 discovery may then make further application to the nonparty or seek an order
17 compelling discovery.

18 23. Within sixty (60) days after the final termination of litigation between
19 the parties, all material designated under this Protective Order and all copies thereof
20 (including summaries and excerpts) shall be either returned to the party that
21 produced it or destroyed and a certification of destruction supplied to the producing
22 party; provided, however, that for each party, counsel who is entitled access to such
23 designated material under Paragraph 5 may retain complete and unredacted copies
24 of its work product that contains designated material as well as pleadings and papers
25 filed with the Court or served on the other party. Reference to designated materials
26 (including such materials in work product or pleadings) shall be made solely in the
27 event of, and only in the event of, further proceedings or litigation between the
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1 parties, a dispute over such counsel's performance or a dispute over the use or
 2 dissemination of material designated under this Protective Order. Such retained
 3 copies of pleadings and papers shall be maintained in a file accessible only by
 4 properly authorized counsel under the provisions of, and bound by, this Protective
 5 Order. This Protective Order shall survive the final termination of this litigation
 6 with respect to any such retained confidential material. The Court is specifically
 7 exempted from any return ~~or~~ ^{by other} destruction requirements contemplated by this
 8 provision.

9
 10 SO STIPULATED:


11 Dated: January 8, 2007

JENNER & BLOCK LLP
 STEVEN B. FABRIZIO
 GIANNI P. SERVODIDIO
 SAMI J. VALKONEN

12
 13
 14
 15 By: 
 16 GIANNI P. SERVODIDIO
 Attorneys for Plaintiffs

17
 18
 19
 20 Dated: January 8, 2007

ROTHKEN LAW FIRM LLP

21
 22 By: 
 23 IRA P. ROTHKEN
 Attorney for Defendants

24
 25 IT IS SO ORDERED.

26 Dated: January 11, 2007

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 28 
 UNITED STATES DISTRICT JUDGE
 JACQUELINE CHOOLJIAN MAGISTRATE

Case No. CV-06-05578 SVW (JCx)
 (PROPOSED) STIPULATED
 PROTECTIVE ORDER

EXHIBIT A

NOTICE OF PROTECTIVE ORDER

I, _____, certify that I have read the Stipulated Protective Order (the "Order") entered in *Columbia Pictures Industries, Inc., et al. v. Fung, et al.*, Case No. CV-06-05578 SVW (JCx), U.S. District Court for the Central District of California, on _____, 2007, and that I understand the terms, conditions, and restrictions it imposes on any person given access to Discovery Materials. I recognize that I am bound by the terms of that Order, and I agree to comply with those terms. I will not disclose Discovery Materials to anyone other than persons specifically authorized by the Order and agree to return all such materials that come into my possession to counsel from whom I received such materials. I consent to be subject to the personal jurisdiction of the U.S. District Court for the Central District of California with respect to any proceedings relative to the enforcement of the Order, including any proceeding related to contempt of Court.

I declare under penalty of perjury that the foregoing is true and correct and that this Undertaking is executed this ____ day of _____, 2007,

(Signature)
(Address)
(Phone)
(Employer/Business)
(Job Title/Description)

Case No. CV-06-05578 SVW (JCx)
(PROPOSED) STIPULATED
PROTECTIVE ORDER

PROOF OF SERVICE

I, Vicki S. Henderson, the undersigned, declare that:

I am employed in the County of Los Angeles, State of California, over the age of 18, and not a party to this cause. My business address is 10100 Santa Monica Boulevard, Suite 2200, Los Angeles, California 90067-4120.

On January 8, 2007, I served a true copy of the **(PROPOSED)** **STIPULATED PROTECTIVE ORDER** on the parties in this cause by placing the above named document in a sealed envelope addressed as set forth below, or on the attached service list. I caused each such envelope, with postage thereon fully prepaid, to be deposited for collection and mailing with the United States Postal Service in accordance with Loeb & Loeb LLP's ordinary business practices.

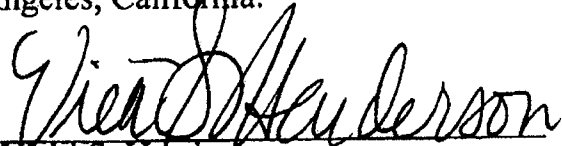
Ira P. Rothken
ROTHKEN LAW FIRM
3 Hamilton Landing
Suite 224
Novato, CA 94949

I am readily familiar with Loeb & Loeb LLP's practice for collecting and processing correspondence for mailing with the United States Postal Service and Overnight Delivery Service. That practice includes the deposit of all correspondence with the United States Postal Service and/or Overnight Delivery Service the same day it is collected and processed.

I certify that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 8, 2007, at Los Angeles, California.


Vicki S. Henderson

PROOF OF SERVICE

I, Vicki S. Henderson, the undersigned, declare that:

I am employed in the County of Los Angeles, State of California, over the age of 18, and not a party to this cause. My business address is 10100 Santa Monica Boulevard, Suite 2200, Los Angeles, California 90067-4120.

On September 15, 2009, I served a true copy of the **PLAINTIFFS' APPLICATION FOR FILING DOCUMENTS UNDER SEAL** on the parties in this cause

☒ (VIA OVERNIGHT DELIVERY) by placing the above named document in a sealed envelope addressed as set forth below, or on the attached service list and by then causing said envelope to be deposited for collection and overnight delivery via Federal Express in accordance with Loeb & Loeb LLP's ordinary business practices.

Ira P. Rothken
Jared Smith
Robert Kovsky
ROTHKEN LAW FIRM
3 Hamilton Landing, Suite 280
Novato, CA 94949

**Email: ira@techfirm.com;
jared@techfirm.com; rlk@sonic.net**

☒ (VIA EMAIL) I caused the transmission of the above named document to the email address set forth below.

Ira P. Rothken
Jared Smith
Robert Kovsky
ROTHKEN LAW FIRM
3 Hamilton Landing, Suite 280
Novato, CA 94949

Kirk J. Retz, Esq.
Retz & Hopkins LLP
21535 Hawthorne Boulevard, Suite 200
Torrance, CA 90503

Email: kretz@retzhopkins.com

**Email: ira@techfirm.com;
jared@techfirm.com; rlk@sonic.net**

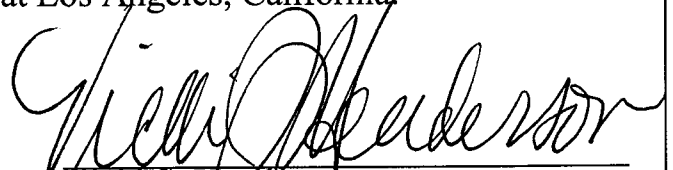
I am readily familiar with Loeb & Loeb LLP's practice for collecting and processing correspondence for mailing with the United States Postal Service and Overnight Delivery Service. That practice includes the deposit of all

1 correspondence with the United States Postal Service and/or Overnight Delivery
2 Service the same day it is collected and processed.

3 I certify that I am employed in the office of a member of the bar of this Court
4 at whose direction the service was made.

5 I declare under penalty of perjury that the foregoing is true and correct.

6 Executed on September 15, 2009, at Los Angeles, California.

7
8
9 
Vicki S. Henderson

PROOF OF SERVICE

I, Nelson Bolanos the undersigned, declare that:

I am an employee or independent contractor of Nationwide Legal, Inc., a registered California process service (Registration Number 5484), having its principal place of business in the County of Los Angeles, State of California, and whose telephone number is (213) 625-9100. I am over the age of 18 and not a party to the within action; my business address is 316 West 2nd Street, Suite 705, Los Angeles, CA 90012.


On September 15, 2009, I served a true copy of the **PLAINTIFFS' APPLICATION FOR FILING DOCUMENTS UNDER SEAL** by delivering to the office of the addressee(s) in a sealed envelope:

Kirk J. Retz, Esq.
Law Offices of Kirk J. Retz
21535 Hawthorne Boulevard, Suite 200
Torrance, CA 90503

I certify that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on September 15, 2009, at Los Angeles, California.



Signature